

**Exhibit D**  
**to the**  
**Declaration of Ryan S. Hilbert In Support Of**  
**Maritz's Motion To Stay Arbitration Pending**  
**Determination Of Arbitrability**



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July 9, 2007

Via Fax and U.S. Mail

Fax: 636-827-5485

Steven M. Gallant  
Associate General Counsel  
Maritz Inc.  
1375 N. Highway Dr.  
Fenton, MO 63099

Re: Master Services Agreement dated April 17, 2006 (the "Agreement") between  
Visa U.S.A. Inc. and Maritz Inc., d/b/a Maritz Loyalty Marketing

Dear Steve:

This follows up on our telephone conversation of July 5, 2007. We agreed that our clients' respective claims for damages resulting from alleged breaches of the Agreement and related claims will all be resolved outside of court. In particular, we agreed to the dispute resolution framework set out below.<sup>1</sup>

First Stage: Direct negotiations for a period of 30 days. For example, assuming that negotiations begin by July 30, 2007, we agreed that they would conclude on August 30, 2007. As to the tentatively scheduled July 12 meeting, Visa prefers to have counsel attend and, therefore, the meeting must be rescheduled since you cannot attend. Visa's business representatives will be in touch with their Maritz counterparts to reschedule.

Second Stage: Mediation, before a mutually acceptable mediator at a location to be agreed and to be conducted within 60 days thereafter.

Third Stage: Binding arbitration pursuant to the AAA Commercial Rules. Subject only to the schedules of the arbitrators, the hearing must be commenced within 90 days after the conclusion of the mediation process. The arbitration will allow for only limited discovery and a

<sup>1</sup> While we both understand that further details on the dispute resolution process will need to be worked out between us if the dispute is not resolved in the first stage, our clients intend to be bound by this agreement to resolve all disputes outside of court. To the extent they are unable to agree on any aspect of the procedure, such disagreement will be resolved by the applicable rules and procedures of the American Arbitration Association ("AAA").



Steven M. Gallant

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streamlined schedule. (Although we did not discuss these details, Visa would prefer three neutral arbitrators and baseball or high-low arbitration; I will send you a draft agreement for review under separate cover.)

Please confirm Maritz' agreement to the foregoing by countersigning in the space provided below. We appreciate your courtesy and cooperation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "R. M. Thompson", is written over the typed name.

Roderick M. Thompson

SO AGREED.

By: A handwritten signature, possibly "S. M. Gallant", is written over the "By:" line.

On behalf of Maritz, Inc.

Dated: July 10, 2007

RMT:avd

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